

DRIFT

14      TERMINATION OR SUSPENSION OF THE CONTRACT

15      CLAIMS AND DISPUTES

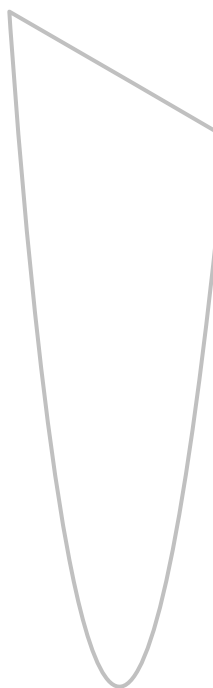
INDEX

(Topics and numbers in bold are Section headings.)





THE  
W  
A  
B  
D



THE  
LE  
A  
R  
D

**MISCELLANEOUS PROVISIONS**

**13**

**Modifications, Definition of**

**1.1.1**

**Modifications to the Contract**

1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 32..It



THE  
LE  
A  
R  
D









ARA



DRIFT

omissions, or conflicts within the Contract Documents. The Contractor agrees to immediately notify in writing the Owner and the Architect if it becomes aware of any such discrepancies, omissions, or conflicts. This notification should be in the form of a request for information, or similar written notice acceptable to the Owner.

~~§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity. Since the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall immediately report in writing to the Owner and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require, reasonable form acceptable to the Owner.~~

~~§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the~~





DRIFT

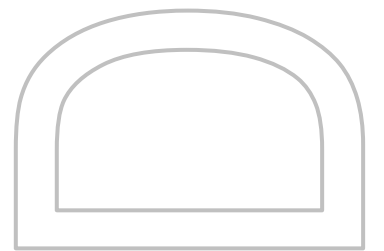
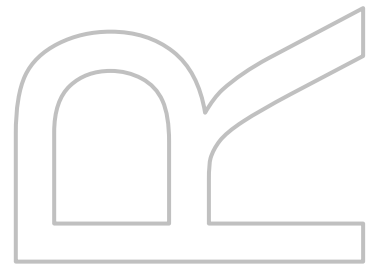








THE  
LE  
A  
R  
D





THE  
LE  
A  
R  
D







THE  
LE  
A  
R  
D

pricing will be made if it is determined that the actual aggregate labor burden percentage is more or less than the estimated percentage used.

§ 7.2.3 The Owner's and Contractor's agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum, the Contract Time, and the construction schedule, unless stated otherwise in the Change Order itself. Execution of a Change Order by the Contractor shall be deemed a waiver and release of any right to make a claim for additional time or money for Work to be performed under such Change Order except as otherwise set forth in the Change Order.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract



§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the ~~Architect~~ Architect plus an appropriate allowance for overhead and profit. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9

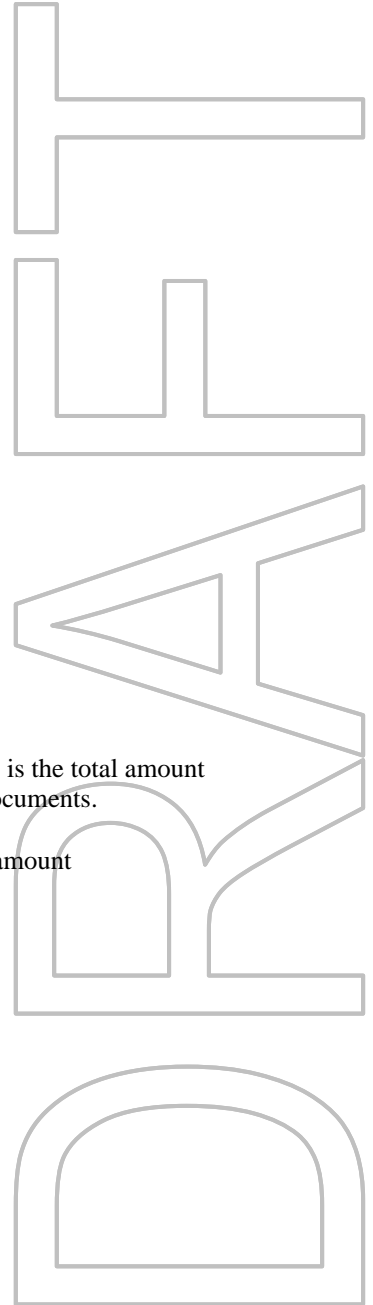




these categories (i.e., the same calendar day shall be considered two days of delay because both snow and low temperatures occurred on such calendar day).

Expected Number of Calendar Days of Inclement Weather

Expected Weather Conditions



ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are s.3360004oem 0 g9400 0 1 0s.33d inc31 0 57sequ 0s.33agbeyotal amount







§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. ~~Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor,~~ create any fiduciary



§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents. Documents, and the Owner shall be entitled to retain up to two hundred percent (200%) of the amount required to correct such Work.

#### § 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the ~~Project Work~~. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed ~~upon~~, in writing, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

#### § 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. If the Architect cannot certify that the Work has been completed in accordance with the terms and conditions of the Contract Documents and is required to re-inspect the Work, then the Contractor shall pay to the Owner fees charged to the Owner for such re-inspection. The Owner shall not be obligated to make any payment to the extent the Contractor has not submitted the documents required by the Owner as provided hereunder. The Owner shall make payments otherwise due to the extent documentation required by the Owner has been provided with respect to specific Subcontractors, Sub-subcontractors or material suppliers.

§ 9.10.1.1 The Contractor shall achieve Final Completion no later than thirty (30) days after Substantial Completion.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect and the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) ~~documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and all warranties and guarantees required by the Contract Documents,~~ (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the at(DocW)1(ork)oQ



DRIFT



TEBRA D

- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7



those materials covered under Section 29 and 30 of the Motor Carrier Act of 1980, or designated as hazardous by the Secretary of Transportation pursuant to Chapter 51 of Title 49 of the United States Code. This policy shall cover vehicles owned, and non-owned vehicles used, by the Contractor, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

- (c) Umbrella Liability (including Employer's Liability or Ohio Stop Gap): Bodily Injury and Property Damage Combined: \$5,000,000 Each Occurrence: \$5,000,000 Aggregate.
- (d) Workers' Compensation: Statutory Coverage.
- (e) Aircraft Liability: If there are any aircraft operations, the Contractor shall consult and coordinate the appropriate insurance coverage with the Owner.

§ 11.1.6 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under this Article 11, and in no event shall any excess or umbrella liability insurance provide narrower coverage than







T  
E  
A  
R  
D



THE  
LE  
A  
R  
D

DRIFT



THE  
LE  
A  
R  
D

THE  
LE  
A  
R  
D





DRIFT



